CONTRACT

FOR SERVICES OVER \$50,000

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL,

This Contract for <u>telephone interpretation</u> services is entered into by and between <u>Effectiff LLC</u> (herein referred to as "Contractor"), and the City of Columbus, Department of Health (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for telephone interpretation services; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

WHEREAS, this Contract is authorized by Ordinance No. <u>0230-2025</u>; passed by Columbus City Council on <u>March 3, 2025</u>; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. Contract Term

The term of this Contract shall be from April 1, 2025 to March 31, 2026. This Contract shall not automatically renew.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$50,000.00 unless additional funds are appropriated and authorized.

3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A*** and as contained in the bid specifications, which are expressly incorporated herein. *Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

5. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

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6. City's Contract Administrator/Contract Administration

<u>Makeda Porter</u> will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

City: Makeda Porter

Columbus Public Health

240 Parsons Ave Columbus, OH 43215 Contractor: Ricardo Guzman

Effectiff LLC.

275 Commercial Blvd, Ste 301 Lauderdale by the Sea, FL 33308

7. Contractor as an Independent Contractor

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. Applicable Law, Remedies

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the labor commission include suspension for three years, up to permanent disbarment.

9. Payment/Invoice Submittal

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The

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City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to the address listed on the Purchase Order.

10. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. Contract Termination

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. Save Harmless/Indemnification

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors. The City will not indemnify the contractor and is prohibited from doing so.

15. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

16. Assignment

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding

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upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. Worker's Compensation

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B**.

19. Insurance

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:

Bodily Injury Liability:

Property Damage Liability:

Each Person

\$500,000

Each Accident

\$500,000

Each Accident

\$1,000,000

All Accidents

\$1,000,000

20. <u>Campaign Contributions</u>

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. City Income Taxes

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

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IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

EXHIBITS A, B AND C MUST BE ATTACHED HERETO.

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

BOARD OF HEALTH	
Shayne Downton	3/17/2025
Boatet 69AF Feettel	Date
Please list remit a	ddress below:
, , , , , , , , , , , , , , , , , , ,	
	Slugue Downton Boatet 509AT Forth



Redundancies by Carrier - Because our platform utilizes multiple communications partners, we are able to diversify our carrier network. This strategy allows our system to connect to dozens of carriers across the globe to provide multiple routing options and redundant capacity. When calls are placed, our platform simply relies on these services to identify the most efficient and reliable routes for each call, taking into account current traffic loads on each carrier, real time performance metrics and other relevant data points. Our platform service provider guarantees 99.97% Monthly Uptime for phone/video connectivity with services redundant across multiple regions.

References of past performance

Effectiff provides the following three references who will attest to our capabilities and performance.

NIH (NIAID) Oregon Employment Dep Summit County, 5601 Fishers Lane, MSC 875 Union St. NE Ohio 1867 West Market Bethesda, MD 20892-9806 Salem, OR 97311 Street Akron, OH 44313 Contact: Darlene Fitch Contact: Eric Villegas Contact: Elizabeth Foster Telephone: 503-947-1794 Telephone: (240) 669-5305 Telephone 1: (330) 926.5613 Telephone 2: (Mobile): (330) fitchd@niaid.nih.gov 283,9574

Please refer to **Annex A – Letters of Reference** to find what some of our customers has expressed about our service and what they think about our partnership.

Cost, Pricing Structure and Invoices

Telephone Interpreting Fee Schedule.

Over-the-phone Interpreting (OPI)	Rates
Category A (*)	\$0.51 per minute
Category B (**)	\$0.57 per minute
Category C (***)	\$0.61 per minute
Category D (****)	\$0.72 per minute
Additional Workflow Charges	Rates
Multilingual DTP (Desktop Publishing / Graphic Design) – Includes Webpage translation and formatting (Localization)	\$44.00 per hour
Other Services Available upon request	Rates
Machine Translation and Post Edit	\$0.08 per word
Editing Only	\$0.06 per word
Proofreading Only	\$0.05 per word
Transcription Service	\$2.50 per minute of audio/video



Subtitling	\$9.80	per	minute
	of aud	io/vi	deo

For on-demand over-the-phone services, a client is charged per miunte. Call durations are billed in minute increments, seconds rounded up to the full minute. A minimum billable duration of the call is one minute. Calls under 1 minute in duration are billed as one full minute.

- i. Can you invoice Columbus Public Health as described in the Billing and Invoices section of the RFP?
 - We can invoice Columbus Public Health on monthly basis as per requested in the solicitation document and provide the instructed monthly and annual reports.
- ii. Do you offer additional services we should be aware of? Please list and provide cost and pricing structure
 - We have included additional services along with our best rates above in the Fee Schedule section.
- iii. Do you offer additional discounts?
 - We currently offer free over-the-phone interpreting (OPI) sessions, training and access to our platform for your staff to test the service but we are not offering additional discounts over this service.

Explanatory notes

- (*) **Category A** includes such languages as Spanish, Russian.
- (**) **Category B** includes such languages as Japanese, korean, Chinese (Mandarin and Cantonese).
- (***) Category C includes such languages as French, Arabic, Ukrainian, Bielorussian, Bosnian, Polish, Serbian, Armenian, Georgian, German, Amharic, Hebrew, Greek, Turkish, Korean, Portuguese., Acholi, Norwegian, Duala, Jamaican Patois, Mbay, Afar, Mien, Soga, Afrikaans, Dzongkha, Jarai, Mirpuri, Akan, Edo, Javanese, Mixteco, Soninke, Akateko, Ekegusii, Jingpho, Mizo, Sorani, Jinyu, Mnong, Ewe, Anuak, Farsi, Jula, Sunda, Apache, Macedonian, Mongolian, Croatian, Albanian, Estonian, Romanian, Kazakh, Danish, Dutch, Amharic, Japanese, Somali, Albanian, Hindi, Swahili, Finnish, Swedish, Nepali, Karen, Bahasa, Indonesian, Latvian, Haitian Creole, Vietnamese, Burmese, Lithuanian, Malay, Italian, Czech, Slovak, Thai and others.
- (****) **Category D** includes all very rare languages such as indigenous dialects.



Language List for Translation and OPI/VRI

Language Lists

Translation & Over the Phone Interpreting Languages

	Translation & O	ver the r hone interpreti	ing Euriguages	
Acholi	Duala	Jamaican Patois	Mbay	Slovene
Afar	Dutch	Japanese	Mien	Soga
Afrikaans	Dzongkha	Jarai	Mirpuri	Somali
Akan	Edo	Javanese	Mixteco	Soninke
Akateko	Ekegusii	Jingpho	Mizo	Sorani
Albanian	Estonian	Jinyu	Mnong	Spanish
Amharic	Ewe	Juba Arabic	Mongolian	Sudanese Arabic
Anuak	Farsi	Jula	Moroccan Arabic	Sunda
Apache	Fijian	Kaba	Mortlockese	Susu
Arabic	Fijian Hindi	Kamba	Napoletano	Swahili
Armenian	Finnish	Kanjobal	Navajo	Swedish
Assyrian	Flemish	Kannada	Nepali	Sylhetti
Azerbaijani	French	Karen	Ngambay	Tagalog
Bahasa	French Canadian	Kashmiri	Nigerian Pidgin	Taiwanese
Bahdini	Fukienese	Kayah	Norwegian	Tajik
Bahnar	Fulani	Kazakh	Nuer	Tamil
Bajuni	Fuzhou	Kham	Nupe	Telugu
Bambara	Ga	Khana	Nyanja	Thai
Bantu	Gaddang	Khmer	Nyoro	Tibetan
Barese	Gaelic-Irish	K'iché	Ojibway	Tigré
Basque	Gaelic-Scottish	Kikuyu	Oromo	Tigrigna
Bassa	Garre	Kimiiru	Pampangan	Toishanese
Belorussian	Gen	Koho	Papiamento	Tongan
Bemba	Georgian	Korean	Pashto	Tooro
Benaadir	German	Krahn	Plautdietsch	Trique
Bengali	German Penn. Dutch	Krio	Pohnpeian	Turkish
Berber	Gheg	Kunama	Polish	Turkmen
Bosnian	Gokana	Kurmanji	Portuguese	Tzotzil
Bravanese	Greek	Kyrgyz	Portuguese Brazilian	Ukrainian
Bulgarian	Gujarati	Laotian	Portuguese Cape Verdean	Urdu
Burmese	Gulay	Latvian	Pugliese	Uyghur
Cantonese	Gurani	Liberian Pidgin English	Pulaar	Uzbek
Catalan	Haitian Creole	Lingala	Punjabi	Vietnamese
Cebuano	Hakka China	Lithuanian	Putian	Visayan
Chaldean	Hakka Taiwan	Luba-Kasai	Quechua	Welsh
Chamorro	Hassaniyya	Luganda	Quichua	Wodaabe
Chaochow	Hausa	Luo	Rade	Wolof
Chin Falam	HawaiianHebrew	Maay	Rakhine	Wuzhou
Chin Hakha	Hiligaynon	Macedonian	Rohingya	Yemeni Arabic
Chin Mara	Hindi	Malay	Romanian	Yiddish
Chin Matu	Hindko	Malayalam	Rundi	Yoruba
Chin Senthang	Hmong	Maltese	Russian	Yunnanese
Chin Tedim	Hunanese	Mam	Rwanda	Zapoteco
Chipewyan	Hungarian	Mandarin	Samoan	Zarma
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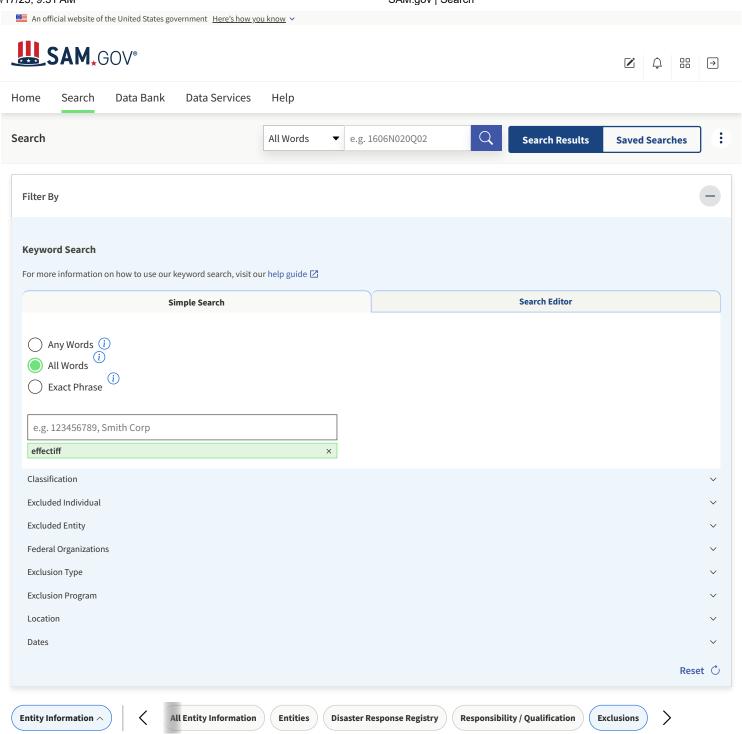


Chuukese	IIcelandic	Mandinka	Sango	Zo
Cree	Igbo	Maninka	Seraiki	Zyphe
Croatian	Ilocano	Manobo	Serbian	Dinka
Czech	Indonesian	Marathi	Shanghainese	
Danish	Inuktitut	Marka	Shona	
Dari	Italian	Marshallese	Sichuan Y	
Dewoin	Jakartanese	Masalit	Slovak	

VENDOR DETERMINATION FORM
Vendor Name: Effectiff LLC Grant Name and number: N/A
Grant Name and number: N/A
Contract Description: Telephone interpretation services
Contract Amount: \$50,000.00 PO number: TBD
Section 1 – SUBRECIPIENT (FEDERAL FUNDS ONLY) Description: A subaward is for the purpose of carrying out a portion of the city's Federal award and creates a Federal assistance relationship between the city and the outside entity. Outside entities that include one or more of these characteristics are responsible for adherence to applicable Federal program requirements specified in the Federal award. Characteristics which support the classifications of the outside entity as a subrecipient include when the outside entity: Determines who is eligible to receive what Federal assistance; Has its performance measured in relation to whether objectives of a Federal program were met; (example, CPH will rely on subrecipient's data to submit it's own data) Has responsibility for programmatic decision making; In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statue, as opposed to providing goods or services for the benefit of the pass-through entity. For profit agency- Use standard contract, under/over 50K (over 50K must be legislated) Not for profit agency-Use Subrecipient Agreement- Not For Profit Service Contract. Object class: 03/63920. Do not complete page 2.
Section 2 – BENEFICIARY (CARES/ARPA FUNDS) FISCAL MANAGER USE ONLY Description: A benefit is granted for purpose of maintaining standard operations and may be used for operating costs including personnel, supplies, equipment, rent, etc. Characteristics indicative of a beneficiary relationship between the city and an outside entity are when the outside entity: Is facing reduced revenues and difficulty maintaining standard operations; Requires assistance for operating costs including payroll, rent, supplies, etc; Provides goods or services that are ancillary to the operation of the Federal program. Is receiving funding from the American Recovery Plan Act
Section 3 – CONTRACTOR Description: A contract is for purpose of obtaining goods and services for the city's own use and creates a procurement relationship with the outside entity. Characteristics indicative of a procurement relationship between the city and an outside entity are when the outside entity: Provides the goods and services within normal business operations; providing a service NOT provided by the city agency Provides similar goods or services to many different purchasers; Normally operates in a competitive environment; Provides goods or services that are ancillary to the operation of the Federal program.
For profit- Use standard service contract, under/over 50K (over 50K must be legislated) Not for profit agency- Go to page 2 to determine template to use
FINAL DETERMINATION: SUBRECIPIENT BENEFICIARY CONTRACTOR

NOT FOR PROFIT AGENCIES

Section 1 – GRANT AGREEMENT		
<u> </u>	· ·	provides general operating support to accomplish a
	eristics which support the c	lassifications of the outside entity as a grant agreement
include when the outside entity:		
The recipient is planning or	• • • •	
The amount of funding is d	etermined by the City, typ	ically in a response to a request;
Agreements that include ac	dvance payments	
Providing funds for the pur	pose of distributing all or a	portion of funds to residents in the forms of stipends,
incentives, vouchers or oth	er direct payments.	
All Not-For-Profit agreements over	\$5,000 must be legislated	and must use the Grant Agreement Template.
		/ 65026 (funds must be appropriated there)
insurance, workers comp not requi	ired. Ose Object Class 03	03020 (iulius must be appropriateu there)
Section 2 – NOT FOR PROFIT SERVIC		lie which are NOT as moreth conferenced an area ided by an
		lic, which are NOT currently preformed or provided by an
	s indicative of a procureme	nt relationship between the city and an outside entity are
when the outside entity:		
Obligation from the not for	profit to provide a service	or product to the public:
Work that is being done is i		
Funding is calculated off of	•	int of being paid,
		a / a va di cata va a da va d
Organization will submit de	stalled invoices for services	products rendered.
Not for profit service contracts use t	the not-for-profit standard	services contract. Over \$50K has to be legislated. Under
	-	omp are required. Use Object class 03/63920
250K does not have to be registated	. Insurance and Workers e	ship are required. Ose object class 05/05520
FINAL DETERMINATION:		
Grant Agreement over \$5k G	irant Agreement under \$5I	Not-for-profit Service contract
Explanation of Determination if not	clearly made by the criteria	a above:
FUNDING SOURCE OF CONTRACT		
CPH General fund		
Grant funded- State, priv	vata ar lacal	
' '		
Grant funded- Federal -Q	luery of findings from sar	n.gov and ohioauditor.gov attached
and by	3/17/25	
Employee Signature	Date	-
	3/17/2025	
Susan Hager		_
Supervisor Signature	Date	



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Thu Mar 13 2025

Entity#: 4960332

FILING Type: FOREIGN LIMITED LIABILITY COMPANY

Original Filing Date: 11/28/2022

Location: --

Business Name: EFFECTIFF, LLC

Status: Active

Exp. Date:

Agent/Registrant Information

REGISTERED AGENTS INC 6545 MARKET AVE. NORTH, STE 100 NORTH CANTON OH 44721 11/28/2022 Active

Filings

Filing Type	Date of Filing	Document ID
FOREIGN LLC – CERTIFICATE OF REGISTRATION	11/28/2022	202233203052

UNITED STATES OF AMERICA STATE OF OHIO OFFICE OF SECRETARY OF STATE

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 13th of March, A.D. 2025

Ohio Secretary of State

Fred Johne